



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

NORTHERN REGIONAL OFFICE

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Molly Joseph Ward
Secretary of Natural Resources

David K. Paylor
Director

STATE WATER CONTROL BOARD ENFORCEMENT ACTION - ORDER BY CONSENT ISSUED TO SILVER COMMUNICATIONS CORPORATION

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 62.1-44.34:20, between the State Water Control Board and Silver Communications, Inc., for the purpose of resolving certain violations of the State Water Control Law and the applicable regulations.

SECTION B: Definitions

Unless the context indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Board" means the State Water Control Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and 62.1-44.7.
2. "Containment and cleanup" means abatement, containment, removal and disposal of oil and, to the extent possible, the restoration of the environment to its existing state prior to an oil discharge.
3. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.
4. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.
5. "Discharge" means any spilling, leaking, pumping, pouring, emitting, emptying or dumping.

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6. "Facility" means the Silver Communications, Inc. printing facility located at 102 Executive Drive, Sterling, Virginia (Loudoun County).
7. "Fire Department" means the Loudoun County Fire Department.
8. "Location" means the land, road, storm drain(s) or state water(s) where the oil discharge occurred from the Silver Communications, Inc. printing facility located at 102 Executive Drive, Sterling, Virginia.
9. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.
10. "NRO" means the Northern Regional Office of DEQ, located in Woodbridge, Virginia.
11. "Oil" means oil of any kind and in any form, including, but not limited to, petroleum and petroleum by-products, fuel oil, lubricating oils, sludge, oil refuse, oil mixed with other wastes, crude oils and all other liquid hydrocarbons regardless of specific gravity. *See* Va. Code §62.1-44.34:14.
12. "Operator" means any person who owns, operates, charters, rents or otherwise exercises control over or responsibility for a facility or a vehicle or vessel.
13. "Order" means this document, also known as a "Consent Order" or "Order by Consent," a type of Special Order under the State Water Control Law.
14. "Person" means any firm, corporation, association or partnership, one or more individuals, or any governmental unit or agency thereof.
15. "Silver" means the Silver Communications Corporation, a corporation authorized to do business in Virginia and its affiliates, partners, and subsidiaries. Silver Communications, Inc. is a "person" within the meaning of Va. Code § 62.1-44.3.
16. "Soy based printing ink" means ink made up of slightly refined soybean oil blended with pigment, resins, and waxes and Soybean oil is a vegetable oil regulated under 40 CFR 112 with the identical requirements as petroleum and non-petroleum based oils.
17. "State Water Control Law" means Chapter 3.1 (§ 62.1-44.2 *et seq.*) of Title 62.1 of the Va. Code. Article 11 (Va. Code §§ 62.1-44.34:14 through 62.1-44.34:23) of the State Water Control Law addresses discharge of oil into waters.
18. "State waters" means all water, on the surface and under the ground, wholly or partially within or bordering the Commonwealth or within its jurisdiction, including wetlands. Va. Code § 62.1-44.3.
19. "Va. Code" means the Code of Virginia (1950), as amended.

20. "VAC" means the Virginia Administrative Code.

21. "VDEM" means the Virginia Department of Emergency Management.

SECTION C: Findings of Fact and Conclusions of Law

1. Silver is the owner and operator of the Facility located in Loudoun County.
2. On May 9, 2014, the DEQ received a report at 1734 hours from the VDEM of a discharge of 200 gallons of a soy based printing ink to a storm drain drop inlet at the Facility, affecting an unnamed tributary of Indian Run.
3. The notification indicated that on May 9, 2014, according to the Loudoun County Fire Department, the discharge entered a storm water drop inlet in the northeast corner of the parcel, flowed through approximately 200 feet of underground culvert pipe and then flowed into an open channel stream and downstream approximately 1000 feet.
4. On May 9, 2014, DEQ staff met with representatives of the Fire Department on-site. During the investigation, DEQ walked the spill scene area and confirmed what was described by the Fire Department.
5. During the May 9, 2014, site investigation DEQ observed a deep blue product floating on the surface of the water. DEQ also observed at multiple locations on the stream that appeared to emit a volatile odor. The floating product was tested and it was determined to have an 88% confidence reading for mineral spirits. Upon further investigation, it was determined that Silver uses Craft Wash 3, a petroleum distillate for cleaning and application.
6. In response to the incident the Fire Department issued an on-site correction order to Silver. GEC conducted containment and cleanup at the Facility between May 9, 2014, and June 19, 2014.
7. Va. Code § 62.1-44.34:18 prohibits the discharge of oil into or upon state waters, lands, or storm drain systems that violate applicable water quality standards or cause a film or sheen upon or discoloration of the surface of the water.
8. On June 12, 2014, the Department issued Notice of Violation No. 2014-06-N-001 to Silver for a discharge of oil to the land and state waters.
9. DEQ assigned the incident an Incident Report, IR #2014-N-3084. Silver provided DEQ an Emergency Response (Report), dated June 24, 2014.
10. The Report stated that on May 9, 2014, there was a release of approximately 100-200 gallons of petroleum distillate and blue ink at the location. The release impacted approximately 200-linear feet of storm-water-conveyance pipe and approximately 1,000-

linear feet of open drainage swale with running water. After review of the report that detailed remediation efforts, DEQ has determined no additional clean-up is required at the site.

11. On July 7, 2014, Department staff met with representatives of Silver to discuss the discharge, emergency response, containment and cleanup, and future actions. Department staff requested additional information regarding the materials storage and removal. At the meeting Silver stated that the discharge was caused by the accidental spilling of liquid when drums that were being moved by an employee fell over in the parking lot.
12. On July 9, 2013, Silver submitted additional information to DEQ detailing the past handling and disposal of Craft Wash 3 and soy based printing ink.
13. Based on the results of the May 9, 2014 notification, the June 24, 2014 Report, the July 7, 2014 meeting, and the documentation submitted on July 9, 2014; the State Water Control Board concludes that Silver has violated Va. Code § 62.1-44.34:18, which prohibits the discharge of oil into or upon state waters, lands, or storm drain systems, as described in paragraphs C(2) through C(3), above.
14. Silver has submitted documentation that verifies that the violations as described in paragraph C(2) through C(3), above, have been corrected.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code § 62.1-44.34:20, the Board orders Silver, and Silver agrees to:

1. Pay a civil charge of \$4,000.00 within 30 days of the effective date of the Order in settlement of the violations cited in this Order; and
2. Reimburse DEQ \$187.86 for oil discharge investigative costs within 30 days of the effective date of the Order;

Payment shall be made by separate checks, certified checks, money orders or cashier's checks payable to the "Treasurer of Virginia," for the civil charge and for DEQ oil discharge investigative costs and delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

Silver shall include its Federal Employer Identification Number (FEIN) with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements

of this Order for deposit into the Virginia Petroleum Storage Tank Fund (VPSTF). If the Department has to refer collection of moneys due under this Order to the Department of Law, Silver shall be liable for attorneys' fees of 30% of the amount outstanding.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of Silver for good cause shown by Silver, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, Silver admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. Silver consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Silver declares it has received fair and due process under the Administrative Process Act and the State Water Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.
6. Failure by Silver to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Silver shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. Silver shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Silver shall notify the DEQ Regional Director verbally within 24 hours and in writing within three

business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:

- a. the reasons for the delay or noncompliance;
- b. the projected duration of any such delay or noncompliance;
- c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
- d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Silver. Nevertheless, Silver agrees to be bound by any compliance date which precedes the effective date of this Order.
11. This Order shall continue in effect until:
 - a. The Director or his designee terminates the Order after Silver has completed all of the requirements of the Order;
 - b. Silver petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
 - c. the Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to Silver.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Silver from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by Silver and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.

13. The undersigned representative of Silver certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind Silver to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Silver.
14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.
15. By its signature below, Silver voluntarily agrees to the issuance of this Order.

And it is so ORDERED this _____ day of _____, 2014.

Thomas A. Faha, NRO Regional Director
Department of Environmental Quality

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Silver Communications Corporation voluntarily agrees to the issuance of this Order.

Date: 09/23/14 By: [Signature], President
(Person) (Title)
Silver Communications Corporation

Commonwealth of Virginia
City/County of ARLINGTON

The foregoing document was signed and acknowledged before me this 23rd day of
SEPTEMBER, 2014, by HO PHAM who is

PRESIDENT of Silver Communications Corporation, on behalf of the
corporation.

[Signature] STEVE NEWTON
Notary Public

7508131
Registration No.

My commission expires: 10/31/15

Notary seal: